

March 29, 2019

VIA ECFS

Marlene J. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street SW
Washington, DC 20554

Re: **MAW Communications, Inc.'s Second Set of Interrogatories to PPL Electric
Utilities Corporation (Proceeding Number 19-29; Bureau ID Number EB-19-MD-
001)**

Ms. Dortch:

Please find attached MAW Communications, Inc.'s Second Set of Interrogatories to PPL
Electric Utilities Corporation in Proceeding Number 19-29; Bureau ID Number EB-19-MD-001.

Sincerely,

Davis Wright Tremain LLP



Maria Browne

Attachment

cc: Lisa Saks, Enforcement Bureau
Adam Suppes, Enforcement Bureau

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

MAW Communications, Inc.,

Complainant,

v.

PPL Electric Utilities Corporation,

Defendant.

Proceeding Number 19-29
Bureau ID Number EB-19-MD-001

**COMPLAINANT'S SECOND SET OF
INTERROGATORIES TO DEFENDANTS**

MAW Communications, Inc. ("MAW") respectfully submits this Second Set of Interrogatories in its Complaint against PPL Electric Utilities Corporation ("PPL" or "Pole Owner") pursuant to Subpart J of the Federal Communications Commission ("FCC" or "Commission") Rules, 47 C.F.R. §§ 1.1401 *et seq.* for an ongoing denial of access to PPL's poles. In accordance with 47 C.F.R. § 1.730, MAW hereby requests that Defendant PPL respond to the following first set of interrogatories fully, in writing, and that said written responses be signed and served upon counsel for MAW within twenty (20) days after service. Consistent with Rule 1.730(b), all of the information requested herein pertains to PPL's denial of access which is the subject of MAW's complaint. As set forth in the instructions, MAW is not seeking information that is available from any source other than PPL. These interrogatories are governed by the following definitions and instructions:

DEFINITIONS

1. The terms “you,” or “your,” as used herein, means the Defendant PPL and any and all employees, members, agents and any other persons acting on your behalf or under your direction or control.
2. The term “Complainant,” as used herein, means the Complainant MAW.
3. The term “Document” as used herein means and includes without limitation the following items, whether printed, microfilmed, electronically recorded in sound and/or pictures, stored in computer memory or in a computer database, or reproduced by any process, or written or produced by hand, and regardless of whether claimed to be privileged or confidential or personal: letters, correspondence, memoranda, reports, studies, summaries, notes, notebooks, sketches, prints, photographs, printed forms, manuals, brochures, diaries, books, lists, publications, agreements, working papers, intracompany and intercompany communications, forecasts, statistical statements, graphs, charts, plans, drawings, minutes or records of meetings or conferences, policy statements, circulars, and any and all other writings. The above includes any and all other materials of any tangible medium of expression and original or preliminary notes, including drafts, typings, printings, minutes, or copies or reproductions thereof that are now or have ever been in your possession, custody or control. The above does not include correspondence between MAW and PPL, unless such correspondence has been annotated or altered in any way. The above does not include documents known to be available publicly, or to have been provided directly to MAW or made available in the ongoing litigation in Court of Common Pleas of Lehigh County, Pennsylvania. *See PPL Elec. Util. Corp. v. MAW Commc’ns, Inc.*, Ct. Comm. Pl. of Lehigh Cty., Pa., No. 2017-C-3755.

4. “Communications” mean any instance in which the words or information is transferred or transmitted between two or more persons by whatever manner or means, and regardless of how or by whom the communication was initiated, including but not limited to, e-mail correspondence, other written correspondence including notes, calendar entries, journal entries, conversation, instructions, meetings, requests, demands, and conferences.

5. “Pole Attachment Agreement” refers to the Telecommunications Pole Attachment License Agreement between PPL Electric Utilities Corporation and MAW Communications, Inc. executed by PPL on December 20, 2002.

6. “Person” or “Persons” means any legal entity or entities including, without limitation, any individual, firm, partnership, corporation, association, trust, organization, public agency or body, joint venture or other form of business organization entity or arrangement.

7. The term “Relating to,” as used herein means concerning, verifying, proving, disproving, constituting, consisting of, summarizing, describing, mentioning or referring to.

8. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these interrogatories all responses that might otherwise be construed to be outside of its scope.

9. The terms “any” and “all” shall each mean “any and all”.

10. Use of the singular form of any word includes the plural and vice-versa.

11. References to the name of a company or the designation of a party include the company or corporation, as the case may be, or the party, and its employees, agents, directors, officers, stockholders, principals, partners, representatives, attorneys, investigators, consultants, and subcontractors.

12. Identification.

- A. The term “identify” when used in reference to an individual person means to state the person’s full name, present address and telephone number, if known; the person’s present or last known title, position, and business affiliation; and the general subject matter(s) about which the person has knowledge. When used in reference to a person other than an individual person, “identify” means to state whether such person is a corporation, company, partnership, association, joint venture, or other organization, and the name, present and last known address, and principal place of business.
- B. The term “identify” when used in reference to a document means:
- 1) to provide a brief description of such document, including date, author, recipients and content or substance;
 - 2) to identify a custodian of the document, and indicate whether there is more than one custodian of the document;
 - 3) to identify the place where the document may be inspected; and
 - 4) if any such document was, but is no longer in your possession, custody, or control, to state what disposition was made of such document.

INSTRUCTIONS

1. These interrogatories are continuing in nature. If you obtain additional information, a supplemental response shall be promptly furnished.
2. To the extent you consider any of the following interrogatories, or subparts thereof, to be objectionable, answer that portion of the interrogatory, or subpart thereof, to which

you have no objection and separately state the portion of the interrogatory, or subpart thereof, to which you have an objection and state the specific grounds therefore.

3. Should you claim a privilege in connection with any of your responses, you shall identify the privilege claimed and produce an index identifying any document(s) withheld under a claim of privilege. You shall state all facts that demonstrate why the information or the document(s) sought by any of the following requests are entitled to the privilege asserted. Failure to produce the required index or to state the facts supporting the claim of privilege shall be a waiver of any privilege as to the information or document(s) withheld.

4. Per FCC Rule 1.730(b), MAW is not seeking information that is available from any source other than PPL.

INTERROGATORIES

1. Describe the agreement identified in PPL's Response to MAW's First Set of Interrogatories at Exhibit A, Ryan Yanek Documents, page 34, line 218, "Lancaster County-City of Lancaster Agreement."

2. Describe the agreement identified in PPL's Response to MAW's First Set of Interrogatories at Exhibit A, Ryan Yanek Documents, page 34, line 231, "Private Agreement – Lancaster City - Lancaster Community Safety Coalition."

3. Page 34 of PPL's Answer states, "The remaining 534 municipal network attachments were attached to PPL's poles without authorization." Of the 534 municipal network attachments PPL claims are unauthorized, how many located on poles listed in PPL's Attachment D, Exhibit 4 ("Katapult Survey")?

4. Explain every action taken since October 2009 to remedy the City of Lancaster's documented pole attachment violations.

5. Describe any agreement you have with any telecommunications or cable company whereby Verizon, or its predecessor and/or successor, is guaranteed the lowest point of attachment to PPL's poles.

Respectfully submitted,

MAW Communications, Inc.

/s/ Maria T. Browne

By its Attorneys

Maria T. Browne

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Dated: March 29, 2019

CERTIFICATE OF SERVICE

I hereby certify that on March 29, 2019, I caused a copy of MAW Communications, Inc.'s Second Set of Interrogatories to be served on the following (service method indicated below):

Marlene J. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554
(via electronic filing)

Thomas P. Magee
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Lisa Saks
Federal Communications Commission
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Maria T. Browne